what Contintion by the following Queltion .- What " has been done with these considerable Sums of "Money"? No Sums of Money being mention'd but these of 300 Pistoles and of 435 s. the Reader must naturally conclude, that these were the Nets Sums, actually raised by the two Lotteries, and thus the Managers wou'd become chargeable in the Eyes of the Public for at least a large Balance of the Lottery Monies, and their Accusers at the same Time be furnish'd with a Subterfuge, conceal'd under the Word propos'd (which they apply to the first Lottery and with a little Grammatical Hammering may extend to the last) and so screen themselves from the Charge of Misreprefentation .- I his is fuch a Proof of Adroitness and Dexterity in the Arts of Folemic Fencing, that the reputed Author is certainly entitled to a Dispensation from the Proverb, Ne Sutor ultra Crepidam, for we must confess his Talents are rather beyond

what cou'd be expected in a Votary of St. Crispin. Having detected the Arts, by which the Reply ers intended to mislead the Sense of the Public from the true State of the Lotteries, we will now give a minute Detail of the real Circumstances thereof, by which the Reader will be enabled to judge in what Respect, the Parties concern'd have been truely culpable.—By the first Scheme, the Sum of 300 Pistoles was intended to be rais'd; but the Managers sell so short in the Sale of Tickets, that they cou'd not draw the Lottery, without retaining a confiderable Number at the Risque of the Scheme. These Tickers turning out very unfortunate, and the Charges attending the Lot-tery being considerable, the Nett Gain was red to the Sum of 169 Pistoles and 12/6.-What was done with this Money"? fay the Replyers. It was put into the Hands of Mr. Jacques, who applied it to the Building of a Wharf at the Head of the Dock, and to other Public Purposes, so that the whole has been entirely expended for the Benefit of the City, and more than the whole, for there remains due to Mr. Jacques a Balance of 51. and upwards. If any one of these Men, influenc'd by a real Regard for the Interest of the City, and dispos'd to preserve Order and Harmony a mong the Inhabitants, instead of fomenting Jealousies and inflaming the Minds of the People by groundless Clamours, had applied to Mr. Jacques for information as to the State of this Lottery, we are very fare he wou'd without the least Hesitation have produc'd the Account, and given entire Satisfaction. This he hath already done (as two of the Replyers must know) to the Corporation, under whose Direction all the Money of this Lottery

has been expended. By the second Scheme, the Sum of 435 1. was proposed to be raised, but the Sale of Tickets falling short in this Lottery likewise, that Nett Sum gained was 1. 316:9:6, of which, as appears by Mr. Brice's Narrative, 1. 186:17:0 has been paid into his Hands by fundry of the Managers, and there remains due from the Estate of Mr. Henry Weedward, one of the Managers, f. 73:12:6; and from Mr. William Roberts, another of the Managers, 56!. A Demand has been made in the former Case, and Notice given that Interest would be infisted upon from that Time, and Mr. Roberts has always declared his Readiness to pay, whenever the Managers should direct an Application, till which Time he thought it might as well remain in his Hands, as be lodged in the Treasurer's. The Managers were more in-clined to give Mr. Roberts this Indulgence because he had intrusted a Person with a Number of Tickets to near the Amount of the Balance due from him, for which he never received a Farthing, and mpst pay the Whole out of his own Pocket. It appears by Mr. Brice's Narrative, that the Sum of 2. 81: 4:6 of the Money paid into his Hands, has been expended by the Direction of the Managers, leaving a Balance of f. 105: 12:6, which, added to the Sums due from Mr. Woodward's Estate and from Mr. Roberts, makes the Nett Balance of £. 235:5:0 now due to the Lottery. By Mr. Brice's Narrative it also appears, that on the 16th of Feb. 1761, the Remainder of this Lottery Money was directed by the Managers to be laid out in building a Wharf round the Dock, and four Gentlemen appointed to contract for doing the same. Hence it appears that the Managers did meet in a reasonable Time after drawing the Lottery, and took the only Step in their Power to carry the Purposes of the Lottery into Execution. This then being the Case, it was cruel in the Replyers, to throw out Infinuations, that the Money has been placed out in Loans at 6 per Cent, and pocketed by the Managers.
The Characters of these Gentlemen have always been treated in a very different Style, and we even

Question whether their Names were known to those Men, at the Time they were so very liberal of their Censures against them. Their Conduct indeed upon this Occasion Justifies the Censure in a late Publication against them, by a Gentle-man who likewise has felt the blind Fury of these Drawcanfirs - " Let the Public, says he, judge " how ungenerous it is in the Gentlemen of the "Grand-Jury (we beg his Pardon, he should have said the Replyers) " to shoot the Arrows of "Vindictive Resentment in so indiscriminating a "Manner, as to be utterly regardles whom they frike, &c." The Money, however, ought undoubtedly to be applied, and we hope the Managers will take some effectual Measures to inforce their former Directions.

In Answer to an Allegation in the Remonstrance, "that Mr. Tosker, one of the Aldermen, hath formerly signified by his Letter his Desire "to resign his Office", we said in our Observa-tions "that with respect to Mr. Tosker, the Court

were govern'd by the Opinion of their late Recorder, who thought no Step he had taken a-"mounted to a legal Refignation"—Here the Point, upon which the Recorder gave his Opinion, was the Validity of Mr. Tasker's Letter, from the Terms of it, to justify the Court in construing it as a legai Refignation, and had no Relation to a Forfeiture from Non-attendance; but yet the Repliers, exercifing their Right to change the Question, whenever it suits their Purpose, ask, " Can it be "the Opinion of the late Recorder, that Non-at"tendance, for a long Space of Time, without
Reason, is not a legal Forseiture?" The Recorder gave no Opinion upon the Point, altho' their Question suggests the contrary, and we declar'd in our Answer, " that it was a Matter of Opinion which we wou'd not undertake to dis-cuss". But the Replyers ask, "Was not the Refignation of the late Recorder taken by Letter to the Court?" "Why then is Mr. Taker's Seat kept vacant? &c." The Resignation of the late Recorder, it is very true, was taken by Letter, and the Reason why Mr. Tafker's Letter had not the Tame Effect, was, because it was not so fram'd in the Opinion of the Recorder, as to amount to a legal Re-fignation; for, altho' the Replyers choose to call them both Letters of Resignation, yet the Identity of the Name is no Proof of the Identity of the Contents of both Letters. In order to make good the Charge of Inconsistency against the Court, the two Letters ought to have been stated, and shewn to be of the same Import; but there is Reason to apprehend that the Charge was suggested and readily adopted, without the Replyers ever having given themselves the Trouble to look into them. Is it not, fay they, inconfistent with our Constitution, to monopolize Judicial Authority, and a direct Infringement of the Charter of this "City?"—This Question we will answer by another—" Is it not inconsistent with our Constitution irregularly to divest a Person of his Judicial Authority, and a direct Infringement of the Char-" ter of this City?"—The Recorder was of Opi-nion, that it would have been irregular and unconfitutional to have adjudg'd Mr. Taker's Seat vacant, when the Terms of his Letter did not amount to a Refignation. Could the Court have followed a better Rule to direct their Conduct upon the Occasion? And, fince the Replyers have declar'd that "the Opinion of the late Recorder "will always have Weight with them," can they censure the Court for concurring with their respectable Judgments in paying the same Regard to it?

As to the Declaration of Mr. Maccubbin, "that

"he never would attend the Corporation"—we shall only observe, that since it appears by Mr. Campbell's Deposition to have been made about a Year ago, we think it would have been rather more regular in the faid Mr. Campbell, as a REAL Mem-ber of the Corporation, to have communicated the Matter to the Court at their next Meeting, than to have kept it so long buried in his own Breast, and at last to take the indirect Method of conveying his Intelligence under the fiditious assum'd Character of a Grand-Juryman.

The Particulars of the Answer sent by Mr.

Key to the Court, in consequence of the Clerk's

Manageri, of the First Lettery: Benjamin Tasker, junn. George Steuart, Walter Dulany, and Edward Dorsey, Esquires, Dr. Alexander Hamilton, Messieurs Robert Swan, Lancelot Jacques, William Reynolds, Samuel Soumain, Beale Bordley, James Maccubbin, James Johnson, and Jonas Green.
Managers of the Second Lettery a Messieurs John Brice, Stephen Bordley, Nicholas Maccubbin, James Dick, Walter Dulany, John Raitt, William Roberts, Lancelot Jacques, William Reynolds, Jonas Green, Henry Woodward, James Jehnson, John Clapham, and Bennett Chew.

nonitying him of his being chosen Recorder, we do not recollect; but, let it be admitted that it was as the Repliers have stated it, will it follow, that because Mr. Key did not particularize his Reasons in his Answer by the Clerk, that therefore he had none? Or, that if he had any, the Court had no other Method of being inform'd of them, than by the Clerk's Report of his Answer? The Fact in that a sufficient Time interven'd between the Choice and Mr. Ko's Answer by the Clerk, to give some of the Court an Opportunity of con. verfing with him on the Subject, and knowing his real Reasons, the Principal of which was, the very infirm State of his Health. This, with some other Objections of a slighter Nature, "we had Reasen " to think wou'd in a little Time be remov'd, and the Event apparently justify'd our Expeda. tion, for the Gentleman recover'd a better State of

Health, and then qualified as Recorder: In the 12th Article of the Remonstrance it was alledg'd, " that by the Laws of this Corporation, " the Mayor's Court for this City is directed to " meet the last Tuesdays in January, April, Jul, and October." In our Answer, we denied that any fuch Law existed in the Corporation, so that the Point in Dispute between us was a mere Ma:ter of Fact, whether there was such a Law or rotal The Fact being against them, they endeavour to quibble away the Force of their Affertion, and to palliate a direct Falsehood by some sophistical Arguments, to prove that the Rules of Court are Louis of the Corporation, and thus, by defending them-felves on one Quarter, are left entirely expos'd on another, as will appear upon a flight Examination, They proceed in a long String of Questions, near. ly of the same Import, as if what they want is Force could be supplied by a Multiplication of them, which unavoidably leads us into the like Repetition in our Answers. " Can it, say they, be the Opinion of the Corporation Court-that "there is no such Law of the Corporation." It is, and will be so, till the Law is pointed out. "By " what Authority is the Mayor's Court bele it particular and flated Times?" Not by the Asthority of any Law of the Corporation, but of their own Appointment. "Has not this Court or many Years past been beid on the last Tuesdays of January, April, July, and October; has it too been the conflant and invariable Practice from almost the first Existence of the Charter?" Weadmit it, and thence infer the Falsehood of their Allegation in the Remonstrance " that private Bufinili, or some other Motives HAS ALWAYS bithens prevented your Worships from sitting more that ONCE in the Year." " Is not, say they, a long and uniform Practice, legally founded, equally obligatory with written Laws?" It is not a Fig's Moment to their Cause, whether it is, or not, for if the Practice has been uniform, there has been no Violation of it by the Court, and so their Charge falls to the Ground, but if the Court has aiwspi bitherto neglected to fit more than race in the Year, then what becomes of the long and uniform Practice (of fitting four Times a Year) that is equally obligatory with written Laws? " Can the Mayor and Aldermen alter the Sittings of their Court from the u/ual and flated Times?" Without Doubt they can; for the Court, we conceive, is not bound by Usage or Rules of Practice, any further than that the Suitors or others, who have Business before them, may not be affected by Alterations. Their Rules, whilst they remain, are to be observed by those for whose Government they were introduc'd, and therefore they ought not to be affected by any new Rule with a Retrospect; but, under this Caution, new Rules may be made, and old ones set aside, as often as the Court think it expedient. Common Sense shews, that the same Power which can make, may destroy. There can be no Act of the Corporate Legissature, but what can be abrogated by the same Authority, and the same Doctrine is applicable to the Rules of Courts; they who make them may fet them aside, and introduce others. The Replyers labour to shew that the Pradice of the Maye Court is a Law of the Corporation, but there is this effential Difference in Point of Obligation between them, that, altho' the Court may alter and vary their own Rules, as Circumstances in their Opinion may require, yet the Directions of a positive Law they must adhere to, and cannot dispense with But, to return to their Questions, "Are not, is they, the Court, at least antecedently to such Alteration, bound by the preceding Practice and Usage?
Our Notions on this Head are fully explain's is the Answer to the preceding Question; but we must further observe, that if such have been the preceding Practice and Usage, then the Complaint in the Remonstrance against the Court is groundless

unwarranted. Again, Corporation bound by the Ru uninterrupted Practice of the or Not "?-Not to infift up which is the Legislative Part of Power, we answer, that if the not only long but uninterrupted press Contradiction to the Cor monstrance, against the Cour Questions of the same Import thers, which it wou'd be tedi Instances enough have been inconfistent they are with themse xhibited in the Remonstrance, a alledg'd under this Head in the always be the Cafe, when Men o ferve a present Turn, than nvariable Standard of their A Remonstrance, the Court were ing the Laws of the Corpora nore than once in the Year, Meeting four Times. On our iftence, of any fuch Laws of t Repliers are put to the hard Sh the Charge in the Remonstrance, ships always bitberto fat but strenuously contend for a confi Practice—a long and uniform Pr uninterrupted Practice in the C to fit four Times in the Year; in order to support the Chai violated the Laws of the Cor, that this Practice has not only ligation of a Law, but declare is a Law, and more emphatically LAW of this Corporation. All of Opinion, that the Rules of can with more Propriety be co can be call'd Aas of Affembly, o with all their subtle Refinemen ry Thing like an Argument, to yet such is the unhappy State with Regard to them, that it is ference to us, whether it be a for if the *U*/age amounts to a Laconfutes the Charge in the Rethey can prove both Sides of But it seems, if we Belief, that there is no Law or Court, we shall logically arg that there can be no Violation. Occasion for a bappy Quibble, p In to the Replyers for Affiftance but they feem not to be equally for furely there may be a Viola to Law, in the strict and pr Word, fince an Obligation, who Practice, equally implies that t

To the Charge in the Remon Court always bitherto neglectin a Year," we answer'd in that we had continually sa which we had adjourn'd, and Bufiness, as we thought requ th, they give up the Charge and but think fit to call upon us to had been done at these Meetin the Proceedings. It has not b the Court, to enter into a Court fiveral Times of their Sitting, fume, the Ease and Convenien tants, have been consulted by o well as by the Members of the did we ever hear, that it has 23 a Grievance, however loud may have been of late, in the least ple in a Corner. It is not least ple in a Corner. It is not least ple in a Corner in the Meeting and Adjournment in the Odober Courts, as will appear that the Curiofity to look into fome Instances, the Reason give ment is, That no Business of Monorer Sitting. longer Sitting; and it appears enter a upon Buun ings, besides that of January, Replyers alledge on this Head To these Considerations it may tification of the Court's not go Course of Business at the app Meeting, that the Recorder, as of the Aldermen, have been at riods, engag'd in an Attendant fairs of a more important Natur we profess'd for the People of